

11. **RIGHT OF OFFSET.** If you are in Default, we may offset any amounts owed to us under paragraphs 9 and 10 against any amounts otherwise due and owing to you under this Agreement and any other agreement or transaction between you and us until all such amounts owed to us have been satisfied.
12. **NO SECURITY INTERESTS OR LIENS IN HOGS.** You represent to us that all hogs sold under this Agreement are free and clear of all security interests and liens of any kind whatsoever, except as specifically provided in a written notice received by us at least thirty (30) days prior to delivery. If hogs sold under this Agreement are subject to any security interest or lien, we may make payments jointly to you and the secured party or lien holder.
13. **FORCE MAJEURE.** Neither party shall be liable for damages due to delay or failure to perform any obligation under this Agreement during any period of time when performance is commercially impossible because of a Force Majeure Event. "Force Majeure Event" means strike or other labor difficulties, breakdown or damage to facilities, acts of war, acts of terrorism, civil commotions, acts of any governmental authority, interference in telephone or electronic communications, fire, flood, windstorms, and similar causes beyond the reasonable control of the affected party. "Force Majeure Event" does not include hog health or diseases that affect the production of hogs unless they are the subject of a mandate by any governmental authority. "Force Majeure Event" also does not include financial or market conditions. A party claiming it is excused from performance by a Force Majeure Event must promptly provide the other party written notice of such Force Majeure Event and its estimated duration.
14. **ASSIGNMENT; BINDING EFFECT.** You do not have the right to assign this Agreement or any of your rights or obligations under this Agreement without our prior written consent. You may, however, assign this Agreement or any of your rights hereunder to your lender(s) as collateral security for any loan. If you desire to sell all or substantially all the assets constituting your hog production operation, then in addition to obtaining our consent, you shall cause the purchaser to expressly assume, in a writing acceptable to us, all of your obligations under this Agreement. This Agreement shall be binding on your heirs, successors and permitted assigns and on our successors and assigns.
15. **WAIVER.** Any breach of this Agreement or any right provided by this Agreement may be waived only in a writing signed by the waiving party. Any such waiver shall not affect the validity of this Agreement, or the right of either party to thereafter enforce every provision of this Agreement. Any breach of this Agreement or any right provided by this Agreement may not be waived by any course of dealing or prior performance.
16. **RELATIONSHIP OF PARTIES.** The parties are independent contractors, with neither party in any way the legal representative or agent of the other party. Neither party has any right or authority to act for or bind the other party in any manner.
17. **SEVERABILITY.** If any term or provision of this Agreement is held to be illegal or in conflict with any federal, state or local law or regulation, the validity of the remainder of this Agreement shall not be affected. The rights and obligations of the parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.